

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Packers Acquisition Co.		11/28/2016	Corporation: FLORIDA
Amalie Oil Company		11/28/2016	Corporation: FLORIDA
Petroleum Packers of Jacksonville II, Inc.		11/28/2016	Corporation: FLORIDA
AOC Oil, Inc.		11/28/2016	Corporation: FLORIDA
Amalie AOC, Ltd.		11/28/2016	Limited Partnership: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	86206174	AEEG
Serial Number:	86206178	AEEG
Serial Number:	77533712	AMALIE
Serial Number:	86206169	AMALIE
Serial Number:	86206172	AMALIE
Serial Number:	86652055	AMALIE ARENA
Serial Number:	86652058	AMALIE ARENA
Serial Number:	86652045	AMALIE ARENA
Serial Number:	86652049	AMALIE ARENA
Serial Number:	75700670	BETTER THAN IT HAS TO BE.
Serial Number:	85965518	DX III-H/M
Serial Number:	75311631	1 RALLYE
Serial Number:	75010880	RALLYE
Serial Number:	86178394	SMOKE OUT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74568490	SYNPLUS
Serial Number:	74279456	VALUE TECH
Serial Number:	75311632	XCEL
Serial Number:	71578648	X-L-O
Serial Number:	86142819	XTERMIGATOR
Serial Number:	86550424	XTERMIGATOR
Serial Number:	86142821	X-TERMIGATOR
Serial Number:	86142824	X-TERMIGATOR

CORRESPONDENCE DATA

Fax Number: 6785337772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-681-5974
Email: mlg@phrd.com
Correspondent Name: Michael Grove
Address Line 1: 303 Peachtree St., N.E.
Address Line 2: 36th Floor
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	52.227
NAME OF SUBMITTER:	Jonathan E. Bush
SIGNATURE:	/JEB/
DATE SIGNED:	11/28/2016

Total Attachments: 14
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**AMENDMENT AND SUPPLEMENT TO SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This Amendment and Supplement to Second Amended and Restated Trademark Security Agreement, dated as of November 28, 2016 (this "Agreement"), is made by and among **PACKERS ACQUISITION CO.**, a Florida corporation ("Packers"), **AMALIE OIL COMPANY**, a Florida corporation formerly known as Petroleum Packers, Inc. ("Amalie"), **PETROLEUM PACKERS OF JACKSONVILLE II, INC.**, a Florida corporation ("PPJ"; together with Packers and Amalie, each, a "Borrower" and, collectively, "Borrowers"), **AOC OIL, INC.**, a Florida corporation formerly known as Petroleum Packers of Jacksonville, Inc. ("Petroleum"), **AMALIE AOC, LTD.**, a Florida limited partnership ("Amalie AOC"; together with Packers, Amalie, PPJ and Petroleum, each individually, a "Company" and, collectively, "Companies"), each having its principal place of business at 1601 McCloskey Boulevard, Tampa, Florida 33605-6710, and **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender").

Recitals

Companies, **AMALIE OIL R.E., LLP**, a Florida limited liability partnership ("Amalie Oil RE") and Lender have entered into that certain Second Amended and Restated Trademark Security Agreement dated as of January 31, 2013 (as amended, restated supplemented or otherwise modified from time to time, the "Existing Agreement"). Pursuant to that certain Twentieth Amendment to Loan and Security Agreement dated as of June 24, 2014 by and among Borrowers and Lender, Amalie Oil RE was released from all debts, liabilities and obligations under the Existing Agreement.

Borrowers and Lender are parties to that certain Loan and Security Agreement dated April 7, 1998, as amended by that certain First Amendment to Loan and Security Agreement dated October 2, 1998, that certain Second Amendment to Loan and Security Agreement dated March 12, 1999, that certain Third Amendment to Loan and Security Agreement dated January 19, 2000, that certain Fourth Amendment to Loan and Security Agreement dated July 25, 2002, that certain Fifth Amendment to Loan and Security Agreement dated October 25, 2003, that certain Sixth Amendment to Loan and Security Agreement dated October 21, 2004, that certain Seventh Amendment to Loan and Security Agreement dated March 9, 2005, that certain Eighth Amendment to Loan and Security Agreement and Amendment to Other Loan Documents dated April 28, 2006, that certain Ninth Amendment to Loan and Security Agreement dated August 3, 2007, that certain Tenth Amendment to Loan and Security Agreement dated June 10, 2008, that certain Eleventh Amendment to Loan and Security Agreement dated August 12, 2010, that certain Twelfth Amendment to Loan and Security Agreement dated September 2, 2010, that certain Thirteenth Amendment to Loan and Security Agreement dated December 29, 2010, that certain Fourteenth Amendment to Loan and Security Agreement dated as of May 3, 2011, that certain Fifteenth Amendment to Loan and Security Agreement dated as of June 15, 2011, that certain Sixteenth Amendment dated October 19, 2011, that certain Consent and Seventeenth Amendment to Loan and Security Agreement dated January 31, 2013, that certain Consent and Eighteenth Amendment to Loan and Security Agreement dated as of April 19, 2013, that certain Waiver and Nineteenth Amendment to Loan and Security Agreement dated July 29, 2013, that certain Twentieth Amendment to Loan and Security Agreement dated as of June 24, 2014, that certain Twenty-First Amendment dated as of May 14, 2015 and that certain Twenty-Second Amendment dated December 17, 2015 (as so amended and at any other time amended, modified, restated or supplemented, the "Loan Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

As a condition to continuing to extend credit to or for the account of Borrowers, Lender has required the execution and delivery of this Agreement by Companies, whereby Companies shall grant Lender a security interest in the Trademarks described herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined herein without definition shall have the meanings ascribed to such terms in the Existing Agreement.

2. Supplement to Existing Agreement. The Existing Agreement is hereby amended and supplemented by adding the Trademarks listed on Schedule 1 to this Agreement to Exhibit A of the Existing Agreement.

3. Security Interest. The Companies hereby irrevocably pledge and assign to, and grant and re-grant to Lender a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of the Companies.

4. Acknowledgment. Each assignment, grant of security interest and other rights provided to Lender, together with all obligations, covenants and liabilities of, the Companies in the Existing Agreement are hereby reaffirmed (except with respect to Sections 3(a) and 3(c)-(e) of the Existing Agreement, as set forth in Schedule II attached hereto). This Agreement has been executed and delivered by the Companies for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Existing Agreement and is expressly subject to the terms and conditions thereof. The Existing Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Remainder of page intentionally left blank;
signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

PACKERS ACQUISITION CO.
("Packers")

By: 

Harry J. Barkett, President

AMALIE OIL COMPANY
("Amalie")

By: 

Harry J. Barkett, President

**PETROLEUM PACKERS OF JACKSONVILLE II,
INC.**
("PPJ")

By: 

Harry J. Barkett, President


AOC OIL, INC., formerly known as Petroleum Packers
of Jacksonville, Inc.
("Petroleum")

By: 

Harry J. Barkett, President

AMALIE AOC, LTD.
("Amalie AOC")

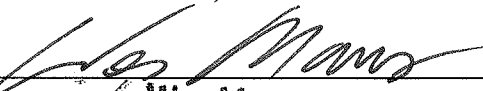
By: Packers Acquisition Co.,
its general partner

By: 

Harry J. Barkett, President





[Signatures continue on the following page]

BANK OF AMERICA, N.A.

By: 
Name: Wes Manus
Title: Senior Vice President

SCHEDULE I

UNITED STATES TRADEMARKS






MARK	APPLICATION #	REGISTRATION #	COUNTRY
AEEG	86/206,174		UNITED STATES
AEEG	86/206,178		UNITED STATES
AMALIE	77/533,712	3,586,468	UNITED STATES
AMALIE	86/206,169		UNITED STATES
AMALIE	86/206,172		UNITED STATES
AMALIE ARENA	86/652,055	4,981,203	UNITED STATES
AMALIE ARENA	86/652,058	4,981,204	UNITED STATES
	86/652,045	4,981,201	UNITED STATES
	86/652,049	4,981,202	UNITED STATES
BETTER THAN IT HAS TO BE	75/700,670	2,418,768	UNITED STATES
DX III-H/M	85/965,518	4,554,681	UNITED STATES
	75/311,631	2,225,186	UNITED STATES
RALLYE	75/010,880	2,001,564	UNITED STATES
SMOKE OUT	86/178,394	4,572,491	UNITED STATES
SYNPLUS	74/568,490	1,915,937	UNITED STATES
VALUE TECH	74/279,456	1,748,072	UNITED STATES
	75/311,632	2,176,728	UNITED STATES
X-L-O	71/578,648	528,824	UNITED STATES
XTERMIGATOR	86/142,819	4,748,883	UNITED STATES

XTERMIGATOR	86/550,424		UNITED STATES
X-TERMIGATOR	86/142,821		UNITED STATES
X-TERMIGATOR	86/142,824		UNITED STATES








FOREIGN TRADEMARKS












MARK	APPLICATION #	REGISTRATION #	COUNTRY
AEEG			INDIA
AEEG			INDIA
AEEG			INDONESIA
AEEG			INDONESIA
AMALIE	81/27659	81/27659	BARBADOS
AMALIE	81/27660	81/27660	BARBADOS
AMALIE	1,661,590	1,661,590	CANADA
AMALIE	14575894	14575894	CHINA
AMALIE	92,004	R201400811	FINLAND
AMALIE	T/2009/94	23,319A	GUYANA
AMALIE	023320	023320	GUYANA
AMALIE	303018465	303018465	HONG KONG
AMALIE	D00.2016.005146		INDONESIA
AMALIE	MI98C 006964	845.147	ITALY
AMALIE		156952	LEBANON
AMALIE	N/86916	N/8916	MACAO

AMALIE	N/66917	N/66917	MACAO
AMALIE	13,055	00629	NETHERLANDS ANTILLES
AMALIE	2267/2014	401959	PARAGUAY
AMALIE		445.081	URUGUAY
AMALIE	365,177	467,935	URUGUAY
AMALIE (IN CHINESE SYMBOLS PRIDE HORSEPOWER) 傲馬力	16354897		CHINA
AMALIE (IN CHINESE SYMBOLS PRIDE HORSEPOWER) 傲馬力	16355162		CHINA
AMALIE (IN CHINESE SYMBOLS PRIDE HORSEPOWER) 傲馬力	303300100		HONG KONG
AMALIE (IN CHINESE SYMBOLS PRIDE HORSEPOWER) 傲馬力	N/95974	N/95974	MACAO
AMALIE (IN CHINESE SYMBOLS PRIDE HORSEPOWER) 傲馬力	N/95975	N/95975	MACAO
AMALIE (IN CHINESE SYMBOLS PRIDE HORSEPOWER/Ao-Ma-Li) 傲馬力	104003664	1734785	TAIWAN

AMALIE (IN CHINESE SYMBOLS SIMPLIFIED) 爱马力	303018474		HONG KONG
AMALIE (IN CHINESE SYMBOLS SIMPLIFIED) 爱马力	N/86918	N/86918	MACAO
AMALIE (IN CHINESE SYMBOLS SIMPLIFIED) 爱马力	N/86919	N/86919	MACAO
RALLYE	2373/2014		PARAGUAY
	23477	419815	PARAGUAY
	250814-2005	111616	PERU
	96011774	189,404	COLOMBIA
	3241-97	1288-IEPI	ECUADOR
	641586	235709	PERU
RUN WITH THE WOLF	20120132	49683	BELARUS
RUN WITH THE WOLF	1765883		CANADA
RUN WITH THE WOLF	2016-3765	230283	DOMINICAN REPUBLIC
RUN WITH THE WOLF	213302-01-1		PUERTO RICO
RUN WITH THE WOLF	213303-04-1		PUERTO RICO
SPECTROL			CHINA
SPECTROL			MYANMAR
SPECTROL			TAIWAN

SPECTROL			VIETNAM
U.S. LUBRICANTS	D002014015286		INDONESIA
VALUE TECH	7387-2001	351,221	PARAGUAY
WOLF'S HEAD (IN CHINESE SYMBOLS) 狼頭	16355055		CHINA
WOLF'S HEAD (IN CHINESE SYMBOLS) 狼頭	16355263		CHINA
WOLF'S HEAD (IN CHINESE SYMBOLS) 狼頭	N/95976	N/95976	MACAO
WOLF'S HEAD (IN CHINESE SYMBOLS) 狼頭	N/95977	N/95977	MACAO
WOLF'S HEAD (IN CHINESE SYMBOLS) 狼頭	104003667		TAIWAN
WOLF'S HEAD IN CHINESE SYMBOLS (LITERAL TRANSLATION) 狼頭	303300164	303300164	HONG KONG
WOLF'S HEAD IN CHINESE SYMBOLS (SIMPLIFIED CHINESE) 狼头	N/A		CHINA
	20120164	49685	BELARUS

	2014-0005190	239110	COSTA RICA
	2014-0005191	239109	COSTA RICA
	2012700601	484557	RUSSIA
	99056810	1519012	TAIWAN
	99056810	1519012	TAIWAN
WOLF'S HEAD	20120165	49686	BELARUS
WOLF'S HEAD	N/A		BOLIVIA
WOLF'S HEAD	N/A		BOLIVIA
WOLF'S HEAD	1765876		CANADA
WOLF'S HEAD	2016-3764		DOMINICAN REPUBLIC
WOLF'S HEAD	IEPI-2016-8112		ECUADOR
WOLF'S HEAD	IEPI-2016-8113		ECUADOR
WOLF'S HEAD	282,366		ISRAEL
WOLF'S HEAD	213300-01-1		PUERTO RICO
WOLF'S HEAD	213301-04-1		PUERTO RICO
WOLF'S HEAD	2012700602	484240	RUSSIA
	N/A		BOLIVIA
	N/A		BOLIVIA

	1765888		CANADA
	N/A		CHINA
	2016-3766		DOMINICAN REPUBLIC
	IEPI-2016-5278		ECUADOR
	IEPI-2016-5277		ECUADOR
	282367		ISRAEL
	213304-01-1		PUERTO RICO
	213305-04-1		PUERTO RICO
 WOLF'S HEAD			JORDAN
 WOLF'S HEAD			JORDAN
 WOLF'S HEAD	2016702680		RUSSIA
XCEL	13313297		CHINA
XCEL	13313298		CHINA
XCEL	302749041		HONG KONG
XCEL	D002013047149		INDONESIA
XCEL	D002013047142		INDONESIA
XCEL	D002013047140		INDONESIA

XCEL	N/079408	N/079408	MACAO
XCEL	N/079409	N/079409	MACAO
XCEL	102052729		TAIWAN
	4985	89248-A	BOLIVIA
	13313295		CHINA
	13313296		CHINA
	302749050		HONG KONG
	N/079411	N/079411	MACAO
	N/079410	N/079410	MACAO
	102052730		TAIWAN
XCEL (IN CHINESE SYMBOLS) 傲賽	16355399		CHINA
XCEL (IN CHINESE SYMBOLS) 傲賽	303300083		HONG KONG
XCEL (IN CHINESE SYMBOLS) 傲賽	N/95978	N/95978	MACAO
XCEL (IN CHINESE SYMBOLS) 傲賽	N/95979	N/95979	MACAO

XCEL (IN CHINESE SYMBOLS) 傲賽	104003672	1734786	TAIWAN
XCEL IN CHINESE SYMBOLS (PRIDE RACING) 傲賽	16355399		CHINA
XCEL IN TRADITIONAL CHINESE SYMBOLS (PRIDE RACING/AO-SAI) 傲賽	104003672	1734786	TAIWAN

SCHEDULE II

Redacted for recording purposes